

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FILED
CLERK

CYNTHIA E. MOSES

PLAINTIFF

AGAINST

2015 FEB -2 PM 4: 13

COMPLAINT

CV 15-0528

J. P. MORGAN CHASE BANK
NATIONAL ASSOCIATION
DEFENDANT

☐ ORIGINAL

JURY TRIAL DEMANDED

I CYNTHIA E. MOSES RESIDE AT

114 -69 208 STREET, CAMBRIA HEIGHTS
NEW YORK 11411.

GLEESON, J.

BLOOM, M.J.

J. P. MORGAN CHASE BANK

NATIONAL ASSOCIATION HAS A

PRINCIPAL PLACE OF BUSINESS AT

3415 VISION DRIVE, COLUMBUS, OHIO
43219 - 6009.

THE JURISDICTION OF THE COURT
IS INVOKED, PURSUANT TO VENUE.

28 USC § 1391 (e) AND 28 U.S.C. §
2071-80

THE COMPLAINT OF THE PLAINTIFF
CYNTHIA E. MOSES, RESPECTFULLY SHOWS

AND ALLEGES THAT:

1. THE PLAINTIFF HEREIN IS A RESIDENT OF THE STATE OF NEW YORK. CYNTHIA E. MOSES RESIDES AT 114-69 208 STREET, CAMBRIA HEIGHTS, NEW YORK 11411.

2. THE DEFENDANT HEREIN, J. P. MORGAN CHASE BANK, NATIONAL ASSOCIATION HAS A PRINCIPAL PLACE OF BUSINESS AT 3415 VISION DRIVE, COLUMBUS, OHIO 43219-6009. DEFENDANT IS ENGAGED IN THE BUSINESS OF PROVIDING REAL PROPERTY SERVICES TO THE PUBLIC.

3. CYNTHIA E. MOSES, PLAINTIFF DESIRED TO PURCHASE REAL PROPERTY, & THEREFORE PURCHASED THE PROPERTY FROM ANOTHER ENTITY, HEREINAFTER CALLED ALLIANCE MORTGAGE BANKING CORPORATION, LOCATED AT 20 BROADWAY, MASSAPEQUA, NEW YORK 11758.

4. PLAINTIFF & THAT SELLER, ALLIANCE MORTGAGE BANKING CORPORATION, DISCUSSED

THE NEEDS & REQUIREMENTS OF THIS PROJECT AT A MEETING ON NOVEMBER 1, 1991. IT WAS MUTUALLY DECIDED THAT PLAINTIFF WOULD PURCHASE ABOVE-MENTIONED PROPERTY, A SHELL, FOR THE SUM OF ONE THOUSAND SIX HUNDRED NINETY DOLLARS & FIFTY NINE CENTS (\$1690.59.) THIS AGREEMENT IS EVIDENCED BY (1) CHECK #391 (2) CERTIFIED COPY OF NOTE, & (3) ASSIGNMENT OF MORTGAGE WITHOUT COVENANT. CERTIFIED

5. THE DEFENDANT, J.P. MORGAN CHASE BANK, NATIONAL ASSOCIATION, THEREFORE HAS NO LEGAL STANDING IN ANY FORECLOSURE CASE AGAINST SAID PROPERTY! THE DEFENDANT PURCHASED BUNDLES OF MORTGAGE ACCOUNTS WHICH ORIGINATED WITH THE SELLER, ALLIANCE MORTGAGE CORPORATION, THEN REPEATEDLY BULLIED, BADGERED, BILLED & COLLECTED MONEY FROM ME ON A

MONTHLY BASIS. YET I DID NOT BORROW ANY MONEY FROM THIS DEFENDANT I.E. J. P. MORGAN CHASE, NATIONAL ASSOCIATION. NO ONE CONNECTED WITH THIS PROPERTY HAS SIGNED ANY CONTRACT WITH THE DEFENDANT! STILL, THIS BIG BANK WAS AGAIN PAID IN FULL, THE MONEY WHICH IT HAD BEEN COLLECTING FROM ME, WHEN THIS HOUSEHOLD QUALIFIED FOR THE OBAMA MAKING HOME AFFORDABLE PROGRAM AS WELL! THE HOUSE IS ALREADY PAID IN FULL! THE BANK IS NOT ONLY DOUBLE-DIPPING BUT IS ALSO ATTEMPTING TO COLLECT MORE MONEY BY FORECLOSING ON A NON-EXISTENT MORTGAGE.

6. TO DATE, DEFENDANT HAS FORCIBLY SEIZED TITLE TO THIS PROPERTY LOCATED AT 114-69 208 STREET, CAMBRIA HEIGHTS, NEW YORK 11411.

THE DEFENDANT HAS REFUSED TO DELIVER TITLE, & FAILED TO DELIVER TITLE. DEFENDANT J. P. MORGAN CHASE, NATIONAL ASSOCIATION HAS RENEGED FROM DELIVERING TITLE DESPITE RECEIVING REPEATED REQUESTS. DEFENDANT J. P. MORGAN CHASE, NATIONAL ASSOCIATION, HAS INSTEAD, REPEATEDLY HARASSED ME THE PLAINTIFF WITH :

1) MORE THAN ONE THOUSAND UNNECESSARY & UNWARRANTED TELEPHONE CALLS WHICH SOMETIMES COME IN AT NIGHTS, & EVEN AT 12:53 IN THE NIGHT, THEREBY INTERRUPTING MY SLEEP & ALSO DISREGARDING THE LAWS OF FAIR DEBT COLLECTION PRACTISES & LAWS OF COMMERCE.

2) UNNECESSARY LETTERS TO HARASS ME!

3) THE DEFENDANT HAS DISPATCHED INTERLOPERS, INVESTORS, DEVELOPERS &

EVEN SINISTER HAND-GRABBERS, TO DO
DAILY SHAKEDOWNS AT MY LOCATION!
THE INTERLOPERS LURK MENACINGLY
ALONG THE PERIPHERY OF MY SPACE,
THEY WALK AROUND IN MY BACKYARD
EVEN AT NIGHTS, TRESPASS ON MY
FRONT LAWN, OPEN MY GATE & WALK
IN TO BANG ON MY FRONT DOOR &
ALSO MY SIDE DOOR. THEY CIRCLE MY
BLOCK IN CARS & ON FOOT, TO
EXAMINE MY SPOT! ONE OF THE MEN
WAS EVEN STEALTHILY LURKING IN
THE DARK WINTER NIGHT, IN AMBUSH
MODE, TAKING PICTURES OF ME! THAT
MAN HAS BEEN STALKING ME IN A
BLACK TUNDRA TOWTRUCK, LICENSE
1 5 3 4 7 T T, SINCE APRIL 1,
2013. ARE ANY OF THESE MEN
PROFESSIONAL KIDNAPPERS?
DEFENDANT IS GUILTY OF OTHER
FORECLOSURE ABUSES! AS THEY TRY

TO RAILROAD & BULLY ME OUT OF
THE BUILDING, THEY ALSO DISPATCH
THREE SEPARATE BIG TRUCKS & A
FLEET OF TOW-TRUCKS TO CHASE
ME OUT!

BY REASON OF THE FACTS &
CIRCUMSTANCES STATED ABOVE, AS
WELL AS OTHER FACTS, THIS
ROBBSIGNING BULLY OF A BANK, THE
DEFENDANT, J.P. MORGAN CHASE,
NATIONAL ASSOCIATION, IS GUILTY
OF:

(1) HARASSMENT, CRIMINAL MISCHIEF &
VANDALISM

(2) DISCRIMINATION & INTIMIDATION

3) RACIAL PROFILING & INCITING A RIOT

4) ATTEMPTING TO COLLECT A DEBT
NOT OWED

5) UNFAIR TRADING & ABUSIVE
PRACTICES

6) FALSE ADVERTISING & DECEPTIVE

TRADE PRACTICES

7) VIOLATION OF CONTRACT (i.e. OBAMA MAKING HOME AFFORDABLE PROGRAM)

8) VIOLATION OF CIVIL RIGHTS

9) VIOLATION OF CONSTITUTIONAL RIGHTS

10) VIOLATION OF HUMAN RIGHTS.

THE AFOREMENTIONED FACTS & CIRCUMSTANCES WERE SO THREATENINGLY DANGEROUS & VOLATILE, THAT THEY CAPTURED THE ATTENTION OF NEIGHBORS & OTHER RESIDENTS IN THE VICINITY, WHO ALSO TAPED THESE ACTS! PLAINTIFF IS DAMAGED BY THE DEFENDANT IN THE SUM OF TEN MILLION DOLLARS PLUS INTEREST (\$10,000,000.00) FROM MARCH 23, 1996 TO PRESENT, AS PLAINTIFF HAS NO CONTRACT WITH THIS DEFENDANT, NOR DOES

ANY OTHER PERSON CONNECTED
WITH THIS PROPERTY!

AND DESPITE THE FACT
THAT THE "ORIGINAL OBLIGATION
WAS DISCHARGED," AS IS STATED
ON SEVERAL OF THEIR HARASSMENT
LETTERS, SENT BY THE
DEFENDANT TO PLAINTIFF, THE
BANK HAS REFUSED TO QUIETLY
SURRENDER TITLE & IS STILL
TRYING TO COLLECT ON A DEBT
NOT OWED. THE BANK IS IN FACT
OPERATING AS A BLOOD-SUCKING
VAMPIRE, PERCHED ON A
TREADMILL OF DECEPTIONS &
LIES, AS IS EVIDENCED BY
THE FRAUDULENT FORECLOSURE
FORWARDED AGAINST THIS
PROPERTY (AT 114-69 208
STREET, CAMBRIA HEIGHTS, NEW
YORK 11411) BY THE DEFENDANT

THAT FORECLOSURE IS FRAUDULENT

& IS BUT AN ATTEMPT TO STEAL
A HOME PURCHASED WITH LEGAL
TENDER, THROUGH SWEAT EQUITY!
THEIR ACTS IMPERIL LIVES OF LAW-
ABIDING RESIDENTS!

PLAINTIFF'S PHYSICAL, PSYCHOLOGICAL
HEALTH & WELL-BEING IS BEING
COMPROMISED & DAMAGED DUE TO THEIR
CONSTANT DAILY HARASSMENT INFLICTED
ON THIS HOUSEHOLD BY THE BANK

WHEREFORE PLAINTIFF DEMANDS
JUDGEMENT IN THE SUM OF TEN
MILLION DOLLARS (\$10,000,000.00) FOR
PUNITIVE DAMAGES, PLUS INTEREST FROM
MARCH 23, 1996 TO PRESENT, COSTS &
DISBURSEMENT, TOGETHER WITH ANY
OTHER RELIEF WHICH THE COURT FINDS
TO BE JUST & PROPER.

JANUARY 23, 15. c.m (718) 468-8402.
FEBRUARY 2, 15

Cynthia E. Moses